veloped a tendency to construe legacies as general. See 2 ALEXANDER, WILLS, § 646. A clear intent to the contrary is required to overcome this leaning. *Matter of Security Trust Co.*, 221 N. Y. 213, 116 N. E. 1006. So if there is a legacy of a specified amount or number of shares of stock, and it appears that the testator never possessed stock to the amount of the legacy, it is held general. *Purse* v. *Snaplin*, 1 Atk. 414. The same is usually held of a bequest of an amount equal to that possessed by the testator at the date of the will. *Snyder's Estate*, 217 Pa. St. 71, 66 Atl. 157; *Dryden* v. *Owings*, 49 Md. 356; *Tifft* v. *Porter*, 8 N. Y. 516; *Simmons* v. *Vallance*, 4 Bro. C. C. 345; *Robinson* v. *Addison*, 2 Beav. 515. See 1 ROPER, LEGACIES, 4 ed., 205 *et seq.* *Contra*, *Jewell* v. *Appolonio*, 75 N. H. 317, 74 Atl. 250. And see *New Albany Trust Co.* v. *Powell*, 29 Ind. App. 494, 64 N. E. 640. Where such amount is in round numbers, it may be that no sufficient intent that the legacy be specific is shown. But where the amount is odd, it seems that the inference of fact is sufficiently strong to turn the balance, and to convince the court that the testator is dealing with the actual stock he owns. See *Waters* v. *Hatch*, 181 Mo. 262, 79 S. W. 916; *Martin, Petitioner*, 25 R. I. 1, 54 Atl. 589; *Jeffreys* v. *Jeffreys*, 3 Atk. 120. See 14 COL. L. REV. 74. But see 1 ROPER, *op. cit.*, 212.

LIENS — LOSS OF LIEN — ATTACHMENT AT SUIT OF LIENHOLDER — RETENTION OF POSSESSION AFTER DISSOLUTION OF ATTACHMENT. — The defendant, who held a motor boat under a lien for repair charges, attached it in a suit against the owner. The sheriff left the motor boat on the defendant's premises, taking his receipt therefor. The plaintiff, upon being appointed receiver of the assets of the owner, procured the dissolution of the attachment. He now sues for possession of the boat, and the defendant sets up his lien. *Held*, that the plaintiff recover the boat. *Fidelity & Deposit Co. of Maryland* v. *Johnson*, 275 Fed. 112 (E. D. Mich.).

When property subject to a lien is attached at the suit of the lienholder and actually taken into possession by the officer, the lien, being dependent upon possession, is lost. *Cf. Swett* v. *Brown*, 5 Pick. (Mass.) 178. See STORY, AGENCY, 9 ed., § 367. See also 12 HARV. L. REV. 571. If, as in the principal case, the lienholder retains the goods, he holds them as bailee for the sheriff and must deliver to the latter upon demand. *Irey* v. *Gorman*, 118 Wis. 8, 94 N. W. 658; *Stannard* v. *Tillotson*, 88 Vt. 1, 90 Atl. 950. He thus ceases to claim simply under his lien and renders himself unable to respond immediately to a proper tender. Such possession may rightly be considered insufficient to continue the lien. *Citizens' Bank of Greenfield* v. *Dows*, 68 Iowa, 460, 27 N. W. 459; *Jacobs* v. *Latour*, 5 Bing. 130. *Contra*, *Lambert* v. *Nicklass*, 45 W. Va. 527, 31 S. E. 951. The lien being gone, it is the sheriff's duty, upon dissolution of the attachment, to deliver the goods to the receiver. Since such delivery has not yet been made, the sheriff may still hold the defendant liable upon his receipt. See *Fitch* v. *Chapman*, 28 Conn. 257, 261; *Berry* v. *Flanders*, 69 N. H. 626, 627, 45 Atl. 591, 592. The latter, therefore, is not restored to possession under a claim of lien. Even if he were, the lien, once lost, would be held, on common-law principles, not to revive. *Cf. Ford Motor Co.* v. *Freeman*, 168 S. W. 80 (Tex. App.); *Hartley* v. *Hitchcock*, 1 Starkie, 408. The court reaches a technically correct and desirable result. The former lienholder would otherwise retain his advantage over other creditors merely because the sheriff had chosen to leave the attached property with him.

MASTER AND SERVANT — WORKMEN'S COMPENSATION ACTS — RIGHT OF EMPLOYER TO REDUCE COMPENSATION BY AMOUNT RECEIVED BY EMPLOYEE FROM INJURING PARTY. — The Iowa Workmen's Compensation Act provides that where an employee receives an injury which "was caused under circum-